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OFFICE OF THE DISTRICT MAGISTRATE, U.T., CHANDIGARH

Order under Section 144 Cr.P.C.

The 4th January, 2023

No. DM/MA/2023/364.—WHEREAS, it has been made to appear to me that there is mushrooming of B.P.O.s, prominently known as Call Centers, Corporate Houses, Media Houses, Companies, Organizations and firms in Chandigarh and near-by areas, offering employment opportunity to youth. The employees including women from various parts of the neighboring states are staying in different parts of city and other adjoining cities/villages. Their employers are providing cab services for the purpose of picking and dropping them from their places of stay to office and back. As these organizations are functioning round the clock, the cabs are ferrying employees even at late night hours. These cabs are hired on contract and their operators and drivers are not properly monitored to ensure safe & secure transportation of employees, resulting in grave danger to human life, safety & security of employees, especially women employees. It has come to notice that certain criminal and anti-social elements look for soft targets, particularly during odd hours. The women employees who travel during late night hours are vulnerable to crime and criminal acts by such elements.

AND Whereas, I, Yashpal Garg, I.A.S., District Magistrate, Chandigarh am of the opinion that some check is necessary on such companies/organizations/employers providing pick & drop facility to their employees in late night hours, transporters, security agencies/guards & drivers so as to ensure the security & safety of employees, especially women employees working till late hours.

Now therefore, I, Yashpal Garg, I.A.S., District Magistrate, Chandigarh in exercise of the powers vested with me under section 144 of the Cr.P.C., direct that all such organizations like B.P.O.s, Call Centres, Corporate Houses, Media Houses, companies, firms & other similar entities, having the facility of pick & drop for their employees and the transporters, security agencies, drivers & security guards attached/concerned with them, in the jurisdiction of Chandigarh, shall :

1. Maintain a data of all employees, security personnel, cab drivers & contractual workers working with them, for access by the Police and other Govt. agencies as and when required.
2. Hire security personnel & other contractual personnel as far as possible from licensed agencies only.
3. Ensure verification of antecedents of all their employees including contractual employees.

Signature Not Verified
Digitally signed by
Jalinder Kumar
Date: 2023.01.05
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Reason: Published
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4. Ensure that women employees are not made to travel alone with the cab driver and a duly verified security guard or a male colleague is deployed in each cab carrying women staff during night hours, i.e., 08.00 P.M. to 07.00 A.M.
5. Choose the route in such manner that as far as possible a woman employee is not the first one to be picked up or the last to be dropped.
6. Ensure that during night hours, the cab involved in transportation of women employees pick-up and drop such employee right in their house and remain halted at the point where the women employee is dropped till she confirms her arrival at their residence/place of stay through a telephone call.
7. Ensure that whenever the house of a woman employee is so located that the approach road is not motor-able, the duly verified security guard or the male colleague, during night hour, accompanies the employee on foot up to her house & takes a confirmation about her safe arrival.
8. Exercise effective check & control on the vehicles movement in order to check any unwarranted activities of the cab drivers, such as picking up strangers, straying away from the designated route, etc. and intimate the same to Police, if found any suspicious activity on the part of cab driver & passenger.
9. Get G.P.S. system installed in the cabs used in transportation of such employees, especially women employees.

In view of the emergent nature of the order, it is being issued *ex parte* and is addressed to the public in general. Any breach of this order would invite action under section 188 of the Indian Penal Code.

This order shall come into force with effect **from zero hours on 05.01.2023** and shall be effective **up-to and including 05.03.2023**.

This order shall be promulgated by affixing copy thereof on the notice board of the office of the undersigned as well as the District Courts, Chandigarh and publication in the newspapers having circulation in the area, through the office of the D.P.R., Chandigarh.

Given under my hand and seal on 04-01-2023.

(SD.). . .,

YASHPAL GARG, I.A.S.,
District Magistrate,
Chandigarh.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT**Notification**

The 2nd January, 2023

No. 13/1/9924-HII(2)-2022/07.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 27/2018 dated 18.11.2022 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

SATWINDER SINGH S/O SHRI SURJIT SINGH, AGED 47 YEARS, R/O HOUSE NO. 3593, SECTOR 46-C, CHANDIGARH (Workman)

AND

1. KIRAN CINEMA THROUGH ITS PROPRIETOR, SECTOR 22, CHANDIGARH.
2. R. L. GROUP COMPANY THROUGH ITS CHAIRMAN, 118, ANSAL BHAWAN, 16, KASTURBA GANDHI MARG, HANUMAN ROAD, AREA, CONNAUGHT PLACE, NEW DELHI - 110001.
3. KIRAN CINEMA, SECTOR 22, CHANDIGARH THROUGH ITS MANAGER.(Management)

AWARD

1. Satwinder Singh, workman has filed statement of claim under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter in short called 'ID Act'*), wherein it is averred that the workman is permanent resident of House No. 3593, Sector 46-C, Chandigarh. The workman was working on regular basis on the post of Head Operator, Kiran Theatre, Sector 22, Chandigarh from July 2002 to 31st October, 2017. The claimant-workman is a 'workman' as defined in the ID Act. The workman has rendered total regular service of more than 16 years. The workman worked as temporary worker from June 2001 to July 2002 and thereafter on regular basis from July 2002 to October 2017. The Kiran Theatre falls under the definition of 'industry' as defined in the ID Act. The provisions of ID Act are applicable on Kiran Theatre. The workman was drawing a consolidated salary of ₹ 8,300/- per month. On 01.11.2017 Mr. Pritam Sharma, Manager of Kiran Theatre told the workman that your services are no more required and you are not to come to the Kiran Theatre from hence onwards. The workman performed his duties to the entire satisfaction of the management during his entire service period i.e. June, 2001 to 31.10.2017. The management of Kiran Theatre has terminated the services of the workman without holding any domestic inquiry. No notice of termination of services has been served upon the workman. The management of the Kiran Theatre has not followed any provisions of the ID Act. Action of the management is also against the principles of natural justice. The termination of the workman is illegal and contrary to law and not sustainable in the eyes of law. The services of the workman have been terminated all of a sudden without making any payment of statutory accrued service benefits such as retrenchment compensation, gratuity, leave encashment and salary of notice pay etc. No termination order has been supplied to the workman. The workman has already requested to the management's authorities regarding his illegal termination and to take him back in service but they did not pay any heed to the repeated requests of the workman. There is clear violation of Section 25-F of the ID Act. The workman served the demand notice to the managements. The conciliation proceedings were initiated by Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh. On 27.02.2018 the management appeared and sought time and the case was adjourned for 13.03.2018. On 13.03.2018 the management again sought time. The case was adjourned for 27.03.2018. On 27.03.2018 no one appeared from the management side up to 5:00 P.M. On 03.04.2018 *vide* Memo No.1259 dated 03.04.2018, the Assistant Labour Commissioner-cum-

Conciliation Officer, U.T. Chandigarh informed that the workman may approach the Labour Court as the conciliation proceedings have been closed. It is prayed that the termination of the workman be declared as illegal and against the provisions of the ID Act and the workman be taken back in service with full back wages, in the interest of justice.

2. On notice, the managements contested the claim statement by filing joint written reply dated 31.08.2018 wherein preliminary objections are taken on the ground that the workman has not approached the Court with clean hands and concealed various material facts which have a direct bearing on the matter and as such he is not entitled to any relief claimed in the claim petition and the claim petition is liable to be rejected. The workman was appointed as a Helper *vide* appointment order dated 10.11.2014 on monthly salary of ₹ 7,100/- per month on a probation period of six month and as per the terms & conditions of the appointment order, his services were liable to be terminated without assigning any reasons by giving one month notice in writing or payment of salary in lieu thereof. The said appointment order was duly accepted by the workman. The Kiran Cinema was running into losses and is almost non-functional and thus the services of the workman along with two others were not required and as such they were served one month notice in accordance with the terms & conditions of service on 02.10.2017. The said notice was duly received by the workman. The workman was given sum of ₹ 7,924/- towards full & final settlement till October 2017 which amount is duly received by the workman without any protest and further the workman has been paid the bonus, *ex-gratia* for the year 2016-17 and an amount of ₹ 13,229/- has been paid against his signatures. The workman deliberately, intentionally did not place true and correct facts before this Tribunal with regard to date of his appointment and service of one month notice *vide* letter dated 02.10.2017 and further did not whisper even a single word with regard to the payments received towards full & final settlement and also the amount of bonus and *ex-gratia* and as such he falsely pleaded that his services have been terminated on 01.11.2017. The termination of the workman does not amount to retrenchment as defined under Section 2(oo) of the ID Act. In fact, termination falls under Section 2(oo)(bb) of the ID Act as the termination is in accordance with the terms & conditions of the appointment letter.

3. Further on merits, it is stated that in fact the workman was appointed as Helper *vide* order dated 10.11.2014. It is wrong and denied that the workman was appointed on regular basis on the post of Head Operator from July 2022. The plea of the workman with regard to date of his appointment and designation is totally and misleading. The legal position that the claimant is a 'workman' and that the Kiran Cinema falls within the definition of 'industry' under the ID Act is not disputed. In fact, the workman was appointed on 10.11.2014 on monthly salary of ₹ 7,700/- and in the month of October, 2017 his salary was ₹ 7,924/- after statutory deductions which stands received by the workman against receipt. The workman was given one month notice on 02.10.2017 on the ground mentioned therein and as such the workman was no more required *w.e.f.* 01.11.2017. The workman served with the management from 10.11.2014 to 31.10.2017. The services of the workman have been terminated in accordance with the terms & conditions of the appointment letter. The termination does not suffer from any illegality, impropriety or error of jurisdiction. All the services benefits which were legally due to him were paid. The workman was not entitled for payment of gratuity and leave encashment. The workman has worked for last than five years service and he was not entitled to gratuity. Neither there is any provision nor rule for grant of leave encashment. Since one month notice was given, therefore salary of notice period was not required to be paid. The notice dated 02.10.2017 is clear that his services were no longer required *w.e.f.* 01.11.2017. No domestic inquiry was required to be conducted in the facts & circumstances of the case. It is admitted to the extent that the workman served a demand notice and conciliation proceedings were initiated. Rest of the averments of claim statement are denied as wrong except para 14 which is replied in a formal manner being matter of record and prayer is made that the reference may be rejected being devoid of merit, in the interest of justice.

4. The workman filed replication wherein the contents of written statement except admitted facts, are denied as wrong and averments of claim statement are reiterated.

5. From the pleadings of the parties, following were framed vide order dated 21.09.2018 :—

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW
2. Relief.

6. In evidence, the workman Satwinder Singh examined himself as AW1 and tendered his affidavit Exhibit 'AW1/A' along with documents i.e. copy of demand notice dated 05.12.2017 under Section 2-A of the ID Act raised by the workman vide Exhibit 'C1'; copy of failure / closer of conciliation proceedings report bearing Memo No.1259 dated 03.04.2018 vide Exhibit 'C2'; copy of identity card of the workman vide Exhibit 'C3'. At the time of recording evidence original of Exhibit 'C3' was seen and returned. Copy of the subscriber annual statement of account for the year 2007-08 and year 2008-09 under the EPF scheme, 1952 relating to Satwinder Singh is Mark 'A' & Mark 'B' respectively, copy of information in the form of letter dated 09.10.2018 and letter dated 14.10.2018 supplied under RTI Act, 2005 relating to employee share, employer share and pension fund in respect of workman Satwinder Singh vide Mark 'C' and Mark 'D' respectively.

7. The workman examined AW2 Manoj Gupta - Senior Assistant, EPF Office, Sector 17-D, Chandigarh, who proved on record copy of his authority letter vide Exhibit 'AW2/1'; computerized attested copy of ledger record in respect of Satwinder Singh S/o Shri Surjit Singh bearing PF Account No.PBCHD/920/248 vide Exhibit 'AW2/2'. On 14.09.2021 learned representative for the workman closed evidence on behalf of workman.

8. On the other hand, the management examined MW1 Pritam Sharma - Ex-Manager M/s Kiran Cinema, who tendered his affidavit Exhibit 'MW1/A' along with copies of documents i.e. appointment letter dated 10.11.2014 issued by the General Manager, for Kiran Cinema in favour of Satwinder Singh vide Exhibit 'M1'; copy of one month's notice No.259/17 dated 02.10.2017 vide Exhibit 'M2'; copy of receipt dated Nil for sum of `7,924/- towards full & final payment till October 2017 vide Exhibit 'M3'; copy of the register showing payment of bonus and ex-gratia for the year 2016-17, incorporating the name of Satwinder Singh at serial No.1 vide Exhibit 'M4'; copy of DDR No.30 dated 09.07.2012 of Police Post, Sector 22, Chandigarh with regard to the complaint lodged by Om Parkash S/o Kanshi Ram vide Exhibit 'M5'; copy of acceptance of resignation vide letter No.592/K dated 21.12.2013 vide Exhibit 'M6'; copy of appointment letter No.462A/2018 dated 01.03.2018 issued by authorised signatory for Kiran Cinema in favour of Surjit Kumar vide Exhibit 'M7'; copy of appointment letter No.462B/2018 dated 01.03.2018 issued by authorised signatory for Kiran Cinema in favour of Diwan Singh Bisht vide Exhibit 'M8'; copy of resignation dated 21.12.2013 tendered by Om Parkash employee / booking helper of Kiran Cinema vide Exhibit 'M9'; copy of acceptance of resignation of Om Parkash letter No.391/K dated 21.12.2013 vide Exhibit 'M10'; copy of show cause notice dated 20.12.2019 bearing No.DM/MA/2020/3680 dated 13.02.2020 issued by District Magistrate, Chandigarh-cum-Licensing Authority to the management of Kiran Cinema, Sector 22, Chandigarh vide Exhibit 'M11' along with copy of postal envelope Exhibit 'M11/1'; copy of reply to show cause notice, bearing No.KC/CHD/029/Admin-2020 dated 27.02.2020 issued by authorised signatory for Kiran Cinema to the District Magistrate-cum-Licensing Authority, Chandigarh vide Exhibit 'M12'; copy of letter No.KC/CHD/044/Admin/2020 dated 11.03.2020 relating to the subject of closure of Kiran Cinema, Sector 22, Chandigarh w.e.f. 27.03.2020 issued by authorised signatory for Kiran Cinema to the District Magistrate-cum-Licensing Authority, Chandigarh vide Exhibit 'M13'; copy of letter No.KC/CHD/045/Admin/2020 dated 11.03.2020 relating to the subject of closure of Kiran Cinema, Sector 22, Chandigarh w.e.f. 27.03.2020 issued by authorised signatory for Kiran Cinema to the Excise & Taxation Department, Chandigarh Administration vide Exhibit 'M14'; copy of letter No.KC/CHD/046/Admin/2020 dated 11.03.2020 relating to the subject of closure of Kiran Cinema, Sector 22, Chandigarh w.e.f. 27.03.2020 issued by authorised signatory for Kiran Cinema to the Secretary, Red Cross, Karuna Sadan, Sector 11, Chandigarh vide Exhibit 'M14/1', copy of letter No.KC/CHD/047/Admin/2020 dated 11.03.2020 relating to the subject of closure of Kiran Cinema, Sector 22, Chandigarh w.e.f. 27.03.2020 issued by authorised signatory for Kiran Cinema to the Regional Employment Officer, office of Regional Employment

Exchange, Town Hall Building, Sector 17-C, Chandigarh *vide* Exhibit 'M14/2' and relevant pages No.487 to 489 of Chandigarh Master Plan 2031, downloaded from the official website of Chandigarh Administration *vide* Exhibit 'M15'.

9. It is pertinent to mention here that in cross-examination of AW1 the management had put documents to the witness i.e. cash voucher of ₹ 7924/- as salary for the month of October 2017 *vide* Exhibit 'MX-I', one month advance notice No.259/17 dated 02.10.2017 issued by Kiran Cinema to the workman *vide* Exhibit 'MX-II' and appointment letter dated 10.11.2014 *vide* Exhibit 'MX-III'). Exhibit 'MX-III' and Exhibit 'M1' are the same documents i.e. appointment letter dated 10.11.2014.

10. On 18.11.2022 learned representative for the management closed the evidence on behalf of the management.

11. I have heard the arguments of learned representative for the parties and perused the judicial file. My issue-wise finding are as below:-

Issue No. 1 :

12. Under this issue the workman Satwinder Singh examined himself as AW1 and *vide* his affidavit Exhibit 'AW1/A' deposed the averments of claim petition in toto. AW1 supported his oral versions with documents Exhibit 'C1' to Exhibit 'C3' and Mark 'A' to Mark 'D'.

13. In order to prove the fact that the services of the workman with the Kiran Theatre were covered under the PF Scheme, workman examined AW2 Manoj Gupta, who proved computerized attested copy of ledger record in respect of Satwinder Singh S/o Shri Surjit Singh bearing PF Account No.PBCHD/920/248 *vide* Exhibit 'AW2/2'. The record produced by AW2 *vide* Exhibit 'AW2/2' is not controverted by the management as the opportunity to conduct cross-examination of AW2 was given to the management which was recorded as Nil.

14. On the other hand, the management examined MW1 Pritam Sharma, who *vide* his affidavit Exhibit 'MW1/A' deposed the entire contents of the written statement and supported his oral version with documents Exhibit 'M1' to 'M15'.

15. From the oral as well as the documentary evidence led by the parties, it comes out that the workman Satwinder Singh was working with the Kiran Cinema since year 2002. In this regard MW1 Pritam Sharma in his cross-examination stated that he do not remember if the Satwinder Singh was working in Kiran Cinema since the year 2002. Thus, MW1 has not specifically denied the fact that Satwinder Singh was working with Kiran Cinema since year 2002. The fact which is not specifically denied is deemed to be admitted under the law. However, the workman did not place on record any appointment letter issued to him by the management in the year 2002. On the other hand, the management has proved on record the appointment letter dated 10.11.2014 *vide* Exhibit 'M1'. Thus, it is proved on record that though the workman was working with the management since year 2002 but he was appointed as regular employee at the rank of Helper on 10.11.2014. The services of the workman prior to 10.11.2014 were not regular.

16. The grievance of the workman is that he was regular employee of Kiran Cinema and his termination is illegal as his services are terminated without holding any domestic inquiry. In this regard, MW1 Pritam Sharma in his cross-examination stated that he knew workman Satwinder Singh, who is present in the Court today. MW1 admitted as correct that the workman Satwinder Singh has been terminated from service and no domestic inquiry was conducted before termination of the workman. On the other hand, the management has taken the plea that the services of the workman were terminated after issuing one month prior notice and in

accordance with the terms and conditions incorporated in his appointment letter dated 10.11.2014 Exhibit 'M1'. Besides, the workman has received all his legal dues and in lieu thereof the workman has issued receipt of full & final settlement. The appointment letter dated 10.11.2014 / Exhibit 'M1' incorporates the terms & conditions relating to termination of services. The relevant portion of Exhibit 'M1' is reproduced as below :—

"TERMINATION OF SERVICE

Notwithstanding any of the clause of this letter, this appointment subsequent to confirmation is terminable by either the company or by yourself, without assigning any reason whatsoever, by giving one months notice in writing or payment of salary in lieu thereof."

17. Notwithstanding any of the clause of this letter, this appointment subsequent to confirmation is terminable by either the company or by yourself without assigning any reason whatsoever, by giving one months notice in writing or payment of salary in lieu thereof.

18. In the present case, the management has duly proved the compliance of the above mentioned condition. In this regard AW1 Satwinder Singh (workman) in his cross-examination admitted as correct that Exhibit 'MX-I' salary slip bears his signatures at point 'A' and volunteered that it has been taken on the blank paper. AW1 admitted as correct that the signatures Exhibit 'MX-II' at point 'B' on the letter Memo No.259/17 dated 02.10.2017 are mine. Volunteered, that the subject matter has been written afterward. AW1 further admitted as correct that the appointment letter dated 10.11.2014 Exhibit 'MX-III' bears his signatures at point 'C'. AW1 voluntarily stated that his signatures were obtained on blank papers not only appointment letter. From the aforesaid version of AW1 Satwinder Singh it is duly proved on record that his signatures of documents Exhibit 'MX-I' to Exhibit 'MX-III' are admitted. Exhibit 'MX-I' which admittedly bears signatures of Satwinder Singh at point 'A' show that Satwinder Singh has received his monthly salary of October 2017 in the sum of ₹ 7,924/-. The signatures of Satwinder Singh at point 'A' are appended across on a revenue stamp. Thus, there is no possibility of lifting the signatures of Satwinder Singh from other documents and affixing the same on the revenue receipt. Exhibit 'MX-II' is advance notice of one month dated 02.10.2017 issued by the management to Mr. Surjit Kumar, Mr. Dewan Singh and Mr. Satwinder Singh. The contents of Exhibit 'MX-II' are reproduced as below :—

"The management is pleased to inform you that the cinema is running into losses and is unable to run in these circumstances. Hence, an notice is given to you all that we don't require your services w.e.f. 01.11.2017."

The advance notice Exhibit 'MX-II' bears the signature of Mr. Sumit Kumar, Mr. Dewan Singh and Mr. Satwinder Singh against their names.

19. Exhibit 'MX-III' is appointment letter dated 10.11.2014 which bears signatures of Satwinder Singh at point 'C' wherein it is written as below :—

"I have read and understood the terms and conditions of the employment (as per details on page 1 and 2 above) and hereby signify my acceptance of the same."

20. The plea taken by the workman that his signatures were obtained on blank papers and writing was made subsequently is not acceptable because neither in the demand notice nor in the claim statement the workman has pleaded that the management had ever obtained his signatures on any blank papers. Moreover, the workman has signed in English language and his signatures are admitted by him. No person of ordinary prudence would sign any blank paper or document without going through the contents thereof. In case the signature of the workman were obtained on any blank paper or document then the workman should have complained to any competent authority but no such complaint is ever lodged by the workman. The workman is proved to have taken the plea of obtaining his signatures on blank papers in order to avoid the execution of the

said documents. Thus, the documents Exhibit 'MX-I' to Exhibit 'MX-III' are proved as genuine. The said documents supports the plea of the management that the management before terminating the services has issued one month advance notice to the workman. The services of the workman were terminated w.e.f. 01.11.2017. From Exhibit 'M4' it is further proved that the workman received bonus for the year 2016-17.

21. However, the plea taken by the management that the workman was paid ₹ 7,924/- towards full & final settlement *vide* receipt Exhibit 'M3' does not stand proved. Exhibit 'M3' is photocopy of cash voucher which do not bear any date. Photocopy Exhibit 'M3' compared to original cash voucher Exhibit 'MX-I' would reveals that both these receipts are issued for payment of ₹ 7,924/- to Satwinder Singh whereas as per original receipt Exhibit 'MX-I' the said cash payment is towards salary for the month of October 2017 and as per the photocopy of receipt Exhibit 'MX-III' the cash amount of ₹ 7,924/- paid to Satwinder Singh towards full & final payment till October 2017. The management has failed to explain as to how two receipts of the same are issued for different purposes. The original of Exhibit 'M3' is not produced into evidence, thus, no reliance can be placed on the same.

22. As per version of the workman he was appointed as Head Operator in July 2002 but no appointment letter was issued to him in July 2002. The plea taken by the workman that his services were continuous since July 2002 stands falsified from his own version. AW1 in his cross-examination stated that it is correct that though he worked continuously but he was terminated for two times because of heated arguments with the staff. In view of the aforesaid version of AW1 his continuous service can be considered only from the date when he was issued appointment letter Exhibit 'MX-III' / 'M1' i.e. dated 10.11.2014. The workman did not specify the period of his termination during his employment prior to 10.11.2014.

23. The workman was engaged / employed at the rank of Helper on regular basis w.e.f. 10.11.2014. He was paid monthly salary @ ₹ 7,924/-. His services were discontinued / terminated w.e.f. 01.11.2017 without payment of any retrenchment compensation. The workman had worked with the management for about 3 years continuously. The workman cannot be retrenched without payment at the time of retrenchment, compensation computed in terms of Section 25-F(b) of the ID Act. Under these circumstances, the workman is held entitled to retrenchment compensation of ₹ 23,772/-.

24. Accordingly, this issue is decided partly in favour of the workman and against the management.

Relief :-

25. In the view of foregoing finding on the issue above, this industrial dispute is partly allowed. The management is directed to pay retrenchment compensation of ₹ 23,772/- to the workman. The management is directed to comply with the award within three months from the date of publication of the same in Government Gazette failing which the management is liable to pay interest at the rate 8% per annum on the above said amount of from the date of this award till the date of actual realisation. Appropriate Government be informed. Copy of this award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

(Sd.). . .,

(JAGDEEP KAUR VIRK),
Presiding Officer,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No.PB0152

Secretary Labour,
Chandigarh Administration.

CHANGE OF NAME

I, Manjit Kaur, W/o Swarnjeet Singh, R/o House No. 251, Village Badheri, Sector 41-D, Chandigarh, I declare that my daughter namely Swarleen and her date of birth is 28-03-2005, in my daughter's 10th CBSE certificate her father is written as Manpreet Singh which is wrong, actual and correct name of her father is Swarnjeet Singh.

[9-1]

I, Vishnu Maya, W/o Hom Bahadur Rana, # 3163, Sector 21-D, Chandigarh, have changed my name to Bishnu Maya Rana.

[10-1]

I, Lakesh, S/o Raman Kumar, # 3069, Sector 23-D, Chandigarh, have changed the name of my minor daughter from Dakshika to Erica.

[11-1]

I, Navjot Kaur Sharma, D/o Kirpal Singh Sokhi Presently R/o H. No. 122, GF, Sector 51-A, Chandigarh, have changed my name from Navjot Kaur Sharma to Navjot Kaur.

[12-1]

I, Krishna Kumari, W/o Sh. Om Parkash Mehta, R/o 1174, Sector 44-B, Chandigarh, have changed my name to Kavita Mehta.

[13-1]

I, Sukhwinder Kaur, W/o Amarjeet Singh Sidhu, D/o Gamdur Singh Klar, # 329, Sector 44-A, Chandigarh, have changed my name to Sukhwinder Kaur Sidhu.

[14-1]

I, Garima Kandal, W/o Sh. Satish Sabharwal, R/o # 1755/2, Sector 39-B, Chandigarh, have changed my name from Garima Kandal to Garima Sabharwal.

[15-1]

I, Neelam, W/o Ravi Kumar, House No. 2152, Dadu Majra Colony, Sector 38 West, Chandigarh, have changed my name to Neha.

[16-1]

I, Priyanka, D/o Dharminder Kumar, House No. 276, Sector 20-A, Chandigarh, have changed my name from Priyanka to Priyanka Panchal.

[17-1]

I, Bhupan, W/o Harmesh Chand, House No. 2949, Sector 49-D, Chandigarh, have changed my name to Bushan.

[18-1]

I, Neeru Vasishat, W/o Shivashish Datta, R/o House No. 2226, Sector 38-C, Chandigarh, have changed my name to Neeru Datta after marriage.

[19-1]

I, Dharminder Kumar, S/o Amar Nath, House No. 276, Sector 20-A, Chandigarh, have changed my minor son name from Vaibhav to Vaibhav Panchal.

[20-1]

"No legal responsibility is accepted for the contents of publication of advertisements/public notices in this part of the Chandigarh Administration Gazette. Persons notifying the advertisements/public notices will remain solely responsible for the legal consequences and also for any other misrepresentation etc."